Council Meeting: 10/24/2014 Agenda: Unfinished Business

Item #: 10. b.



MEMORANDUM

To: Kurt Triplett, City Manager

From: James Lopez, Director of HR and Performance Management

Green Team Staff

Date: October 10, 2014

Subject: Joint Letter of Commitments: Climate Change Actions in King County

RECOMMENDATION:

Staff recommends that City Council approve the attached resolution (Resolution) authorizing the Mayor to adopt and sign the King County-Cities Climate Collaboration Joint Letter of Commitment: Climate Change Actions in King County (Resolution Exhibit A).

BACKGROUND:

In 2011 the City of Kirkland Mayor Joan McBride signed the King County Climate Collaborative (K4C) Pledge (Attachment 1). The K4C pledge states that the City of Kirkland will join the County and a group of like-minded Cities to work together to directly respond to climate change and reduce global and local sources of climate pollution. Specifically, members of the initiative agreed to collaborate regionally to develop and coordinate climate change reduction strategies, engage in joint outreach efforts, develop policy solutions, and search for funding and resources to support the effort. On March 27, 2012 the City entered into an Interlocal Agreement with the K4C (Attachment 2) formalizing the effort to outline responsibilities and tasks related to this important initiative.

In 2014, at the request of the King County Executive, members of the K4C were asked to sign on to a joint letter of commitment to focus on "practical, near-term, collaborative opportunities between cities and King County" to reduce greenhouse gas (GHG) emissions and collectively build a more sustainable future. As noted in the supporting materials (Resolution Exhibit A) the *Principles for Collaboration* and *Joint County-City Climate Commitments* are focused on practical, near-term, collaborative opportunities between cities and King County. These shared commitments build on the significant work that many of our cities and County are already taking. By signing this letter, Kirkland pledges to support the shared regional vision that these principles and actions represent. Moving forward, Kirkland would participate as part of a coalition that will actively pursue GHG reduction strategies and catalytic actions focusing on where our jurisdictions can make the most impact given our size, location, and development patterns. The hope is that through strategic, coordinated action, this coalition of leading governments will maximize the impact of our individual and shared efforts.

The specific commitments are outlined in nine sections (Resolution Exhibit A). The section areas are listed below:

- 1. Shared Goals,
- 2. Climate Policy
- 3. Transportation and Land Use
- 4. Energy Supply
- 5. Green Building and Energy Efficiency
- 6. Consumption and Materials Management
- 7. Forests and Farming
- 8. Government Operations
- 9. Continued Collaboration with the 4KC.

Importantly, many of the principles and strategies that support each of the sections above have already been considered and adopted by the City in previous resolutions. A table outlining the City of Kirkland's achievements associated with the K4C pledge and highlights the policies and prior resolutions adopted with the City (Attachment 3). At the October 1, 2014 meeting of the PW/Parks/Human Services Council Committee, Council received an overview of the K4C Joint Letter of Commitments and requested that staff draft a resolution for council consideration that would authorize the Mayor to adopt and sign the letter.

As additional background on the City's leading role in environmental stewardship, for over 20 years the City has implemented various policies, regulations, and programs to protect its natural environment. Recent efforts include:

- In 2000, an interdepartmental team, since named the Green Team, was formed to coordinate all of the City's actions for managing Kirkland's natural environment.
- In 2003, the City Council adopted the Kirkland Natural Resource Management Plan, which comprehensively summarizes best resource management practices and principles, Kirkland's natural resource management objectives, and recommended implementation strategies.
- o In 2005, Kirkland signed the *U.S. Conference of Mayors Climate Protection Agreement*, committing to help reverse global warming by reducing greenhouse emissions.
- In 2006, Council authorized Kirkland's membership to ICLEI Local Governments for Sustainability.
- In 2008, Council adopted the staff-recommended greenhouse gas reduction targets via resolution. For both the community as well as government operations, the reduction targets are:
 - Primary: 20% below 2005 levels by 2020
 - Interim: 10% below 2005 levels by 2012
 - Long-term: 80% below 2005 levels by 2050
- In 2009, Council adopted the Climate Protection Action Plan proposed by staff to achieve the reduction targets. To determine Kirkland's progress in meeting its government operations and community reduction targets, staff committed to the following:
 - Monitor progress on each of the efforts and measures the City has committed to in this Plan at least annually so that, as needed, program revisions and corrections are timely.
 - Update the greenhouse gas inventory for government operations annually.

- Update the greenhouse gas inventory every 3 years for the community.*
- Compare the updated inventory with that of the base year's (2005) and determine how close the City is to the target reductions.
- Provide a progress report to internal staff, Directors, Council, and citizens to include the following:
 - Avoided emissions from energy efficiency improvements in City buildings, lighting, operations, and information technology as well as report on new technologies to be applied.
 - Improvements in diversion rates and recycling efforts in the community and the government operations.
 - Sustainable development in the community and government operations.
 - Efforts to make commuting and transportation more efficient in the community and government operations.
 - Actions taken to support the recommendations of the State's Climate Action Team to foster the success of this action plan in the community.
 - Highlight the City's outreach efforts with internal staff and in the community.
- Current status on the annual Climate Protection Action Report (2014) includes the City entering a contract with Climate Solutions to perform an analysis of the community GHG wedge analysis and create strategies tailored for the Kirkland residents and businesses to reduce GHG impacts. The strategies will align with the commitments listed in Resolution Exhibit A. The schedule for this work is to be completed in 2014 and begin implementation in 2015. Funding may be needed to achieve the workload but staff will move forward in 2015 and make a recommendation during the mid-year (2015/2016) budget process if it is determined there is a need by the City Manager.

ATTACHMENTS:

Attachment 1 – King County Climate Collaborative Pledge

Attachment 2 – Interlocal Agreement for Climate Collaboration - (King County and Participating Cities of King County)

Attachment 3 – Table of Kirkland's achievements with climate actions in relation to K4C commitments

Resolution – Proposed Resolution for Mayor to Sign

Resolution Exhibit A - Joint Letter of Commitments –K4C Actions in King County

ATTACHMENT 1

King County - Cities Climate Collaboration Pledge

Whereas, we, King County and the undersigned cities of King County, wish to work together to directly respond to climate change and reduce global and local sources of climate pollution;

Whereas, we believe that by working together we can increase our efficiency and effectiveness in making progress towards this goal;

Whereas, we are interested in achieving this goal in a way that builds a cleaner, stronger and more resilient regional economy;

Whereas, we are interested in focusing on local solutions to leverage and partner with related collaborative efforts;

Whereas, partnering on sustainable solutions will advance progress towards Cities' environmental, climate change, and energy goals such as those adopted by the nearly half of King County Cities that have signed on to the U.S. Conference of Mayors Climate Protection Agreement;

Now, therefore, we agree to participate in this effort and collaborate regionally with our County and City partners to develop and coordinate the following:

- Outreach: Develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public.
- Coordination: Collaborate on adopting consistent standards, benchmarks, strategies, and overall goals related to responding to climate change.
- Solutions: Share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners.
- Funding and resources: Collaborate to secure grant funding and other shared resource opportunities to support climate related projects and programs.

Upon signature of a Memorandum of Agreement between my city, other participating King County Cities, and King County, my city will participate and contribute to the King County-Cities Climate Collaboration by dedicating staff and a financial contribution.

Executive Dow Constantine King County, WA	Mayor Matthew R. Larson Snoqualmie, WA	Mayor John Marchione Redmond, WA
Mayor Denis Law Renton, WA Trisinger	Mayor Joan McBride Kirkland, WA Mayor Keith McGrashan	Councilmember Mike Grady Mercer Island, WA

Shoreline, WA

INTERLOCAL AGREEMENT FOR CLIMATE COLLABORATION

This Agreement ("Agreement") is entered into pursuant to Chapter 39.34 RCW among participating Cities of King County, (hereinafter referred to as the "Cities"), and King County, (hereinafter referred to as the "County"), 201 S. Jackson, Suite 701, Seattle, WA 98104 (collectively, "the Parties") Chapter 39.34 RCW.

Whereas, we, King County and the undersigned Cities of King County, wish to work together to directly respond to climate change and reduce global and local sources of climate pollution;

Whereas, we believe that by working together we can increase our efficiency and effectiveness in making progress towards this goal;

Whereas, we are interested in achieving this goal in a way that builds a cleaner, stronger and more resilient regional economy;

Whereas, we are interested in focusing on local solutions to leverage and partner with related collaborative efforts;

Whereas, partnering on sustainable solutions will advance progress towards Cities' environmental, climate change, and energy goals such as those adopted by the nearly half of King County Cities that have signed on to the U.S. Conference of Mayors Climate Protection Agreement;

NOW, THEREFORE, the Cities and King County mutually agree as follows:

1. Purpose and Scope of this Agreement

- 1.1 The purpose of this Agreement is to outline responsibilities and tasks related to the County and Cities that are voluntarily participating in the King County-Cities Climate Collaboration. The Parties will develop and coordinate on the following efforts:
 - (a) Outreach: Develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public.
 - (b) Coordination: Collaborate on adopting consistent standards, benchmarks, strategies, and overall goals related to responding to climate change.
 - (c) Solutions: Share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners.

- (d) Funding and resources: Collaborate to secure grant funding and other shared resource opportunities to support climate related projects and programs.
- 1.2 It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual Party.
- 1.3 All tools, outreach materials, data, collaborative efforts, and other resources that are developed as part of this Agreement are optional for Cities and King County to adopt or utilize.

2. Organization

- 2.1 Each Party shall appoint one designee and an alternate to serve as its representative. Upon the effective execution of this Agreement and the appointment of designees and alternate designees for each Party, designees shall meet and choose, according to the voting provisions of this section, representatives to serve as **Chair** and **Vice Chair** to oversee and direct the activities associated with meetings including the development of the agendas, running the meeting and providing leadership.
- 2.2. No action or binding decision will be taken without the presence of a quorum of active designees or alternates. A quorum exists if a majority of the designees present at the meeting. Each designee shall have an equal vote, with a supermajority vote of 75% of all designees being required to approve the final scope of the collaboration program or amend the scope. Any vote to increase the amount of funding required by each Party, however, shall only be binding on those who specifically agree to such increase.
- 2.3 Designees shall have the authority and mandate to administer the Tasks outlined in Section 3.
- 2.4 Designees may approve a Request for Qualifications (RFQ) to secure a vendors or consultants needed to accomplish any Task, and shall interview one or more applicants and make an appointment provided sufficient funds are available.
- 2.5 Designees shall meet and report on a quarterly basis to ensure that Tasks are efficiently, effectively and responsibly delivered in the performance of this Agreement, including the allocation of resources.
- 2.6 Designees shall develop an initial annual work plan and budget which will be finalized within one month of approval of the Agreement by the Parties.

 Subsequent annual work plans will be developed and approved on or before the anniversary of the adoption of the first years' work plan in conjunction

with budget planning for consideration and adoption by the Parties' legislative bodies.

2.7 If direct payment in support of the annual work plan, such as for consultant services or hiring staff, can be arranged by participating Cities, this is preferred. If direct payment occurs, these funds will be accounted for towards that city's contribution. If this is not possible, funds collected from any source on behalf of the Parties shall be maintained in a special fund by the County as *ex officio* treasurer on behalf of the Collaboration. The County shall also serve as the contractual agent for the Parties in acquiring any serviced needed to complete Tasks of the Agreement.

3. Tasks

3. 1 Climate Collaboration Work Plan.

Finalize the Scope of Work for this King County-Cities Collaboration consistent with this Agreement. This will take place after commencement per Section 5 of this Agreement and is funding-dependent.

3.2 Sustain the King County Cities Climate Collaboration (Budget \$10,000)

Pay necessary expenses to support expansion of the King County SWD GreenTools Roundtable program to include every other-month forums on climate-related sustainability issues. The Roundtables will be held at various venues throughout King County and topics will focus on the collaborative actions highlighted in the King County-Cities Climate Pledge: outreach, coordination, solutions, funding and resources. Speakers will include King County and City staff and other invited partners.

- Hire a staff member, partial staff member, or consultant to support achieving the priorities identified in the King County-Cities Climate Pledge (Budget \$9,000-\$80,000 depending on commitments made)
 - (a) The staff member will help lead implementation of the King County-Cities Climate Collaboration initiatives, including but not limited to: sustainable transportation; clean fuel vehicles; community energy retrofits; renewable energy projects; community outreach; and other topics defined and agreed upon in the final Scope of Work or annual Work Plans. Staff could develop and implement a general countywide program that supports City sustainability projects or programs. Staffing options include hiring a part- to full-time staff from King County or a participating King County City to lead the effort

- (b) Products that will be developed, to be clarified in the process of finalizing the Scope of Work, and dependent on funding, include:
 - 1. Directory of local climate solutions related resources to include:
 - a. County technical expert pool. A list of relevant County technical experts on staff that already support city sustainability projects and programs. This could be expanded with mechanisms for cities to directly contract with County staff to support implementation of specific projects and programs.
 - b. Technical experts from all participating jurisdictions that could help support other cities' efforts, share local success stories, or potentially be contracted out to work with other cities.
 - c. Technical experts from academia, research institutions, utilities and other organizations.
 - d. List of consultants with local experience and expertise on a diverse range of climate and sustainability related functions.
 - e. Best practices and lessons learned from relevant local projects and programs.
 - 2. Symposium for city and County staff focused on local climate solutions.
 - 3. Forum for all local technical experts a broader group than those engaged in the King County-Cities Climate Collaboration to share information and best practices
 - 4. Opportunities for local governments to increase understanding and gather information on specific climate change mitigation efforts.
 - 5. Other products as defined and agreed upon in the process of finalizing the Scope of Work, provided they are consistent with the King County-Cities Climate Pledge and focused on sustainability and climate change related outreach, coordination, solutions, or funding and resources.

4. Funding

4.1 The minimum required financial contribution for each King County City to participate in this Agreement is shown below. In no event shall the Cities be responsible for amounts incurred by King County in excess of what is set forth in this Agreement without an amendment according to the terms hereof.

- 4.2 To the extent this Agreement is renewed annually, the Parties shall update the work plan and contribute funds to King County for estimated costs, as described below, in advance of services provided. Any funds not used in any given year will be used in the execution of the following year's Work Plan or refunded, on a proportional basis based on initial contributions, within forty-five (45) days in the event of a Party's termination of this Agreement.
- 4.3 The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, the obligations of each Party are contingent upon the appropriation of funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made, the Agreement shall terminate as to that Party provided the Party provides notice of termination prior to the other parties prior to the adoption of the annual work plan per Section 2.6.

Population Categories	<u>Jurisdiction</u>	Population
Under 5,000	\$500	Level 1
	Skykomish	198
	Beaux Arts Village	299
	Hunts Point	394
	Milton	831
	Yarrow Point	1001
	Carnation	1,786
	Medina	2,969
	Clyde Hill	2,984
	Algona	3,014
	Black Diamond	4,151
5,000 - 19,999	\$700	Level 2
	North Bend	5,731
	Normandy Park	6,335
	Pacific	6,514
	Duvall	6,695
	Newcastle	10,380
	Enumclaw	10,669
	Snoqualmie	10,670
	Woodinville	10,938
	Lake Forest Park	12,598
	Bothell	17,090
	Bothell Covington	17,090 17,575

Population Categories	Jurisdiction	Population
20- 39,999	\$1,200	Level 3
ON LIVE	Kenmore	20,460
	Maple Valley	22,684
	Mercer Island	22,699
- 14 31 18152	SeaTac	26,909
	Des Moines	29,673
	Issaquah	30,434
	Burien	33,313
40- 65,000	\$2,000	Level 4
	Sammamish	45,780
	Kirkland	48,787
	Shoreline	53,007
	Redmond	54,144
	Auburn	62,761
Over 65,000	\$2,500	Level 5
	Federal Way	89,306
	Renton	90,927
	Kent	92,411
	Bellevue	122,363
Over 250,000	\$5,000	Level 6
	Seattle	608,660
King County	\$10,000	Level 7

Note: Population data from the Puget Sound Regional Council's download of 2010 census data

5. Duration

This Agreement is effective upon execution by King County and a minimum of eight King County Cities which will contribute at least \$9,000 total, after approval by the legislative body of each Party. The Agreement will be posted on the web site of each Party after authorization in accordance with RCW 39.34.040. and .200. The Agreement will have a term of one year and will automatically renew each year unless terminated as provided in Section 7.

6. Latecomers

Non-party King County cities may opt into this Agreement at any time. If cities join after an annual work is finalized, they will pay a pro-rated amount, calculated as the preceding year's annual financial contribution for that jurisdiction multiplied by the percentage of the remaining time in the year.

7. Termination

- 7.1 In addition to termination for lack of appropriation under Section 5, a Party may end its participation in this Agreement upon written notice to the other Parties prior to October 1st to be effective at the end of the calendar year. Except as set forth in 7.2, no refunds will be paid to individual Parties who terminate.
- 7.2 In the event of individual terminations that result in fewer than eight remaining City participants, this Agreement shall be deemed terminated and all funding remaining after all services, fees and costs incurred to that date are paid, shall be returned by King County to the remaining participants pro rata based on their original relative contribution amounts. Such payment shall be made within forty-five (45) days of the termination date.

8. Communications

The following persons shall be the contact person for all communications regarding the performance of this Agreement.

King County	City of
Matt Kuharic	
King County Department of Natural	
Resources and Parks Director's Office	
201 South Jackson, Suite 701, Seattle,	
WA 98104	
Phone: 206-296-8738	Phone:
E-mail address:	Email address:
matt.kuharic@kingcounty.gov	

9. **Indemnification**

To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties to include the officers, employees, agents and contractors of the Party, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions, torts and wrongful or illegal acts related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to Parties exercising the right of termination pursuant to this Agreement.

In no event do the Parties intend to assume any responsibility, risk or liability of any other Party or otherwise with regard to any Party's duties or regulations.

10. Compliance with All Laws and Regulations

The Parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

11. Non- exclusive Program

Nothing herein shall preclude any Party from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action.

12. No Third Party Rights

Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, or to form the basis for any liability on the part of any Party, or their officers, elected officials, agents and employees, to any third party.

13. Amendments

This Agreement may be amended, altered or clarified only the unanimous consent of the Parties represented by affirmative action of their legislative bodies.

14. Entire Agreement

This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded.

15. Waiver

Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.

16. RCW 39.34 Required Clauses

- a) Purpose. See Section 1 above
- b) Duration. See Section 5 above.
- c) Organization of separate entity and its powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- d) Responsibilities of the Parties. See provisions above.
- e) Agreement to be filed and recorded. The City shall file this Agreement with its City Clerk. The County shall place this Agreement on its web site. The Agreement shall also be recorded.
- f) Financing. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- g) Termination. See Section 7 above.

17. Counterparts

This Agreement may be executed in counterparts.

The persons signing below, who warrant they have the authority to execute this Agreement.

Ву:	Dow Courte L	Ву:	May	legine Black Assistant City Manager
	Dow Constantine		Mayor	Assistant City Manager
	King County Executive		City of	
	Date: 4/26/12		Date: _	3/27/12

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CLIMATE POLICY ITEM	COMMITMENT	PROJECT/PROGRAM	RESOLUTION LINKAGE & PLEDGES	KIRKLAND STATUS
Climate Policy - Support strong federal, state and local climate policy.	Advocate for comprehensive federal and state science-based limits and a market-based price on carbon pollution and other greenhouse gas (GHG) emissions. A portion of revenue from these policies should support local GHG reduction efforts.	None listed -	In 2005, Kirkland signed the U.S. Conference of Mayors Climate Protection Agreement, committing to help reverse global warming by reducing greenhouse emissions. R-4591 established in 2006 Authorizing International Council for Local Environmental Initiatives (ICLEI) membership and Cities for Climate Protection Campaign participation R-4659 established in 2008 Adopting greenhouse gas emissions (GHG) reduction targets R-4760 established in 2009 Adopting the Climate Protection Action Plan	Kirkland provides and regularly updates a Climate Protection Action Plan. Government operations has met the 2020 GHG emissions reduction goal with 100% participating in PSE's Green Power Program for City facilities. Pending a finalized contract with Climate Solutions, staff will be adding the Energy Map, Carbon Wedge Analysis, Targets, and GHG-Reduction Strategies for the community of Kirkland.to the Climate Action Protection Plan in 2014. Resolution R-4760 states federal support to a flexible, market-based system of tradable allowances among emitting industries.
Shared Goals - Adopt science-based countywide GHG reduction targets that help ensure the region is doing its part to confront climate change.	Collaborate through the Growth Management Planning Council, Sound Cities Association, and other partners to adopt County and city GHG emissions reduction targets, including mid-term milestones needed to support long-term reduction goals.	Build on King County's commitment to measure and report on countywide GHG emissions by sharing this data between cities and partners, establishing a public facing dashboard for tracking progress, and using the information to inform regional climate action.	King County Climate Collaborative Pledge signed by City of Kirkland Mayor as a founding City member. Climate Protection Action Plan (CPAP)	CPAP updated annually since 2010. City of Kirkland proposed contract with Climate Solutions to add Community Carbon Wedge Analysis and inserting actions to promote reduction of community GHG – 2014 with annual updates from then on for stats on community energy map as well as stats on # of electric cars and solar systems.
Target - Adopt science-based countywide GHG reduction			R-4659 established in 2008	Kirkland currently has adopted 20% by 2020 and

CLIMATE POLICY ITEM	COMMITMENT	PROJECT/PROGRAM	RESOLUTION LINKAGE & PLEDGES	KIRKLAND STATUS
			While Kirkland continues to belong to Green Fleets, we have not sought certification. Certification and accreditation comes with a \$6,000 initial fee, and an annual recertification fee of \$6,000. It was rejected as a budget item during lean times and annexation preparation. Kirkland fuel usage rose by 38% due to annexation and is only now beginning to stabilize. Informed sources believe that Green Fleets will fade as a sustainable program in the future due to the cost of the program. Kirkland operates a single bio-diesel vehicle. It is a Volkswagen Passat and utilizes B99 purchased at a Propel Fuels station in Kenmore. The vehicle used 201.8 gallons of B99 in 2013.	determine the status of the trip reduction. The citizens in the Kirkland Community have purchased 171 pure electric vehicles and 40 plug in Hybrid type vehicles (Volts + others) (currently licensed w WDOL)
Energy Supply - Increase countywide renewable electricity use 20% beyond 2012 levels by 2030; phase out coal-fired electricity sources by 2025; limit new natural gas based electricity sources.	Build on existing state renewable energy commitments including the Washington State Renewable Portfolio Standard (RPS) to partner with local utilities, state regulators and other stakeholders on a countywide	In partnership with utilities, develop a package of county and city commitments that support increasingly renewable energy sources, in areas such as community solar, green	The City of Kirkland signed the letter for the WA. State Utilities and Transportation Commission written by King County Executive Dow concerning the PSE Energy profile to request reduction and ultimate removal of coal	The City of Kirkland participated in PSE's Take Charge, Green Power Challenge in 2013. Kirkland met the goal of enrolling new participants in their Green Power Program and was awarded a grant of \$20,000
	commitment to renewable energy resources, including	power community challenges, streamlined	as energy source in WA State. (see coal issue paper)	to be used for solar panels at the Justice Center. City of

CLIMATE POLICY ITEM	COMMITMENT	PROJECT/PROGRAM	RESOLUTION LINKAGE & PLEDGES	KIRKLAND STATUS
			W 1 222 628	
	meeting energy demand through energy efficiency improvements and phasing out fossil fuels.	local renewable energy installation permitting, and renewable energy incentives.		Kirkland actively participates in regional (WA, OR, ID, BC) and is a member of the NW FOG Alliance. This alliance hopes to tap the biomass energy source of fats, oils and grease to convert to anaerobic digested energy at the King County South Renton Wastewater Treatment Plant and possibly more locations if permitting
				allows. Also investigating technology that includes large underground energy battery storage to purchase low rate energy and save it in battery to use during high rate. A community Solar Program is a goal to establish for the City of Kirkland residents.
Green Building and Energy Efficiency - Reduce energy use in all existing buildings 25% below 2012 levels by 2030; achieve net-zero GHG emissions in new buildings by 2030	Join the Regional Code Collaboration and work to adopt code pathways that build on the Washington State Energy Code, leading the way to "net-zero carbon" buildings through innovation in local	Develop a multi-city partnership to help build a regional energy efficiency retrofit economy, including tactics such as: partnering with utilities,	In third quarter 2008, the City Council authorized the Green Building Team to implement an expedited Green Building program. Since program activation in 2007 – (44) projects have been reviewed	The City of Kirkland's Expedited Green Building Program ensures that all new homes built under this program (using Built Green Certification) are 20% less that the State of Washington
	codes, ordinances, and related partnerships	expanding on existing retrofit programs, adopting local building energy benchmarking and disclosure ordinances, and encouraging voluntary reporting and collaborative initiatives	and processed for permits. This program started with bang, slowed slightly during the economy drop and has risen once again to become VERY popular with the developers.	Energy Code. This program has been in effect since 2009. The Energy reduction requirements of the program escalate to stay ahead of the State requirements. The City of Kirkland joined the Regional Code

CLIMATE POLICY ITEM	COMMITMENT	PROJECT/PROGRAM	RESOLUTION LINKAGE	KIRKLAND STATUS
			& PLEDGES	
		such as the 2030 District framework	Only (1) Zero Home in Kirkland (Houghton Area) at this time. **Residential Energy** Efficiency Successes in Kirkland Report Date: February 26th, 2014 Homeowner 46 Sign-Ups Audits 18 Save Energy 7 Today Audit + Direct Install Energy 4 Efficiency Retrofits in Program Energy Saved 23,084 PER YEAR kWh per year Energy Saved 8,199 TO DATE kWh Tons of 8 tons Carbon Saved Carbon PER YEAR per year Tons Carbon 2 tons C Saved TO DATE	Collaboration as founding members and has participated in workshops, shared Green codes (that were adopted by the Kirkland City Council in 2012) innovations with the collaboration. The first netzero home was built in Kirkland in 2013 using the City's expedited green building program. The latest effort (2013-2014) for reducing energy use in the existing Kirkland housing stock has been a collaboration with Sustainable Works (a nonprofit) energy retrofit business. The name of Kirkland's campaign is Save Energy Today. The City recognizes that the existing housing stock has tremendous potential to save energy through an energy retrofit. It is also important to note that homeowners that retrofit their homes may decide to stay there and to not demolish their homes in favor of new homes which
Consumption and Materials	Partner through the	Develop a regional	No resolution reference since	Six out of the last (7) years
Management - By 2020,	Metropolitan Solid Waste	strategy through the	the recycling diversion goal	the City of Kirkland has been
achieve a 70% recycling rate	Advisory Committee on	Comprehensive Solid	is from the draft 2013 King	number one in King County
countywide; by 2030, achieve	policy, projects and programs	Waste Management Plan	County Solid Waste	for single family residential
zero waste of resources that	focused on (1) waste	process to reach 70%	Management Comprehensive	recycling. The combined

CLIMATE POLICY ITEM	COMMITMENT	PROJECT/PROGRAM	RESOLUTION LINKAGE & PLEDGES	KIRKLAND STATUS
have economic value for reuse, resale and recycling	prevention and reuse, (2) product stewardship, recycling, and composting, and (3) beneficial use.	recycling through a combination of education, incentives and regulatory tools aimed at single-family, multifamily residents, businesses, and construction projects in King County.	Plan that has yet to be formally adopted by Kirkland or any other cities.	2013 recycling diversion rate was 44.6%. The recycling diversion rates by sector were: Single Family: 67.9% Multifamily: 18.2% Commercial: 24.3% In January, we applied for a innovation award with the Washington State Recycling Association on the split container pilot. Although we didn't win, the application summarizes the pilot objectives and has some photos (attached). We are currently wrapping up a 4 month audit on the 3 split container sites. We evaluated contamination in the recycling, what % of recyclables were found in the garbage, if the lids were down, and if any illegal dumping was found on the site(s). With these outcomes (which will be put together in the next couple weeks) we'll be putting a 1-pager together that explains the split container option, properties that it will work best on, steps to receive one, and

steps to receive one, and ways to make sure it is successful with residents.

	This 1-pager will be going in our multifamily toolkit (a packaged thumb drive). This Fall, WM and Stephanie will be conducting outreach to
	our multifamily toolkit (a packaged thumb drive). This Fall, WM and Stephanie will be conducting outreach to
	every MF property manager in Kirkland to go over resources on the thumb drive. The MF toolkit will have a number of resources, let me know if you'd like to hear more on that project Some split container observations so far with talking with property managers and residents has been: The split containers help with enclosure space and helps keep areas tidy (due to removal of a number of carts) The size of the split container (8 yards total) is difficult to access. Many elderly people and children who take the garbage/recycling out have a difficult time lifting the lids. We have reviewed different
	door options, but have determined that encouraging small steps next to the dumpster (provided by PM)

CLIMATE POLICY ITEM	COMMITMENT	PROJECT/PROGRAM	RESOLUTION LINKAGE & PLEDGES	KIRKLAND STATUS
				is the best way to overcome this barrier. Outreach to residents on the split container is imperative. This outreach (approved by Property Manager) helps residents know how the container works, reminds them on what is recyclable, and also provides residents a free container to take their recycling to the enclosure.)
Forests, Farming, Land Use - Reduce sprawl and associated transportation related GHG emissions and sequester biological carbon by protecting and restoring forests and farms.	Partner on Transfer of Development Rights (TDR) initiatives to focus development within the Urban Growth Area, reduce development pressure on rural lands, and protect our most valuable and important resource lands.	Partner on efforts to expand forest stewardship and protection, for example through the King County Conservation District, and to expand our local food economy, for example through the Farm City Roundtable forum.	Kirkland adopted Resolution #R-5057 to support the concept of regional TDR, to partner with King County on a regional TDR effort at the appropriate time, and to consider TDR policies and development regulations by June 30, 2015. Kirkland also has an active urban forestry program with a dedicated 1.0 FTE Urban Forestry position. The City has undertaken a tree canopy assessment, adopted tree regulations and adopted an urban forestry management plan.	Kirkland in collaboration with King County undertook an extensive analysis to determine if a TDR program cold work. The study indicated that at this time it would be feasible due to market conditions and existing zoning. The City committed to consider supporting policies in the Comprehensive Plan update for a future program. The City's tree canopy is at 40% which is recommended minimum canopy level for the Puget Sound region. Implementation of the Urban Forestry Strategic plan is underway with dedicated staffing and an interdepartmental tree team coordinating the effort.

CLIMATE POLICY ITEM	COMMITMENT	PROJECT/PROGRAM	RESOLUTION LINKAGE & PLEDGES	KIRKLAND STATUS

Government Operations - Reduce GHG emissions from government operations in support of community-level goals.	Develop and adopt near and long-term government operational GHG reduction targets that support community level goals, and implement actions that reduce each local government's GHG footprint.	As practicable, reduce building and facility energy usage, costs, and GHG emissions by conducting building efficiency retrofits, implementing highefficiency street and traffic light replacement projects, and constructing new infrastructure to at least LEED silver or equivalent green building standards.	R-4659 established in 2008 Adopting greenhouse gas emissions (GHG) reduction targets R-4760 established in 2009 Adopting the Climate Protection Action Plan	Kirkland provides and regularly updates a Climate Protection Action Plan. Government operations has met the 2012 (interim) and 2020 (primary) GHG emissions reduction goal with 100% participating in PSE's Green Power Program for City facilities. The long-term GHG emissions reduction goal for operations is 80% reduction by 2050. Kirkland leads by example to reduce energy usage, costs, and GHG emissions by conducting building efficiency retrofits, implementing high-efficiency street and traffic light replacement projects, and constructing new infrastructure to at least LEED silver or equivalent green building standards while improving the efficiency of existing buildings.
Collaboration - Participate in or join the King County-Cities Climate Collaboration (K4C)	Participate in or join the King County-Cities Climate Collaboration (K4C) – focused on efforts to coordinate and enhance city and County climate and sustainability efforts – to share case studies, subject matter experts, resources, tools, and to	Engage and lead government-business collaborative action through efforts such as the Eastside Sustainable Business Alliance.	The City of Kirkland signed the pledge as a founding city member of the K4C	The City staff have attended all of the meetings and roundtables arranged with the K4C and reports the status back to the City of Kirkland's Green Team. The city is currently updating the Comprehensive Plan and will include updates relating to

CLIMATE POLICY ITEM	COMMITMENT	PROJECT/PROGRAM	RESOLUTION LINKAGE & PLEDGES	KIRKLAND STATUS
	collaborate on grant and funding opportunities.			the regional and local climate collaborative effort.

Council Meeting: 10/24/2014 Agenda: Unfinished Business

Item #: 10. b.

RESOLUTION R-5077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN THE KING COUNTY-CITIES CLIMATE COLLABORATION (K4C) JOINT LETTER OF COMMITMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the improvement of public health is furthered by reduced greenhouse gas (GHG) outputs in the region; and

WHEREAS, the City of Kirkland on May 17, 2005, signed a resolution endorsing the U.S. Mayors Climate Protection Agreement; and

WHEREAS, the Kirkland Comprehensive Plan Natural Environment Chapter recognizes the harmful damages to public health and future business impacts of GHG output in the community; and

WHEREAS, The City of Kirkland was a founding city member of the King County-Cities Climate Collaboration; and

WHEREAS, the City Council believes that signing the K4C Joint Letter of Commitment will promote the goal of reducing harmful GHG outputs; and

WHEREAS, the City Council supports the K4C Joint Letter of Commitment and finds that this Resolution is aligned with previous climate protection related resolutions approved by the City of Kirkland, City Council such as R-4591 (authorizing International Council for Local Environmental Initiatives membership and participation in the Cities for Climate Protection Campaign - 2006), R-4659 (adopting GHG reduction targets – 2008), and R-4760 (adopting the Climate Protection Action Plan - 2009).

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The Mayor is hereby authorized and directed to sign the K4C Joint Letter of Commitment on behalf of the City of Kirkland. A copy of the K4C Joint Letter of Commitments is attached as Exhibit A.

meetin	Passed by majority vote ong this day of			City	Council	in	open
2014.	Signed in authentication th	ereof	this	_ day	of		
		MAY	OR				
Attest:	!						
City Cle	erk						



Joint Letter of Commitment: Climate Change Actions in King County

Climate change is a paramount challenge of this generation and has far-reaching and fundamental consequences for our economy, environment, public health, and safety.

Across King County and its cities, we are already experiencing the impacts of climate change: warming temperatures, acidifying marine waters, rising seas, decreasing mountain snowpack, and less water in streams during the summer.











These changes have the potential for significant impacts to public and private property, resource based economies like agriculture and forestry, and to residents' health and quality of life.

The decisions we make locally and regionally, such as where our communities will grow and how they will be served by transportation, will set the stage for success or failure in reducing carbon pollution, making sound long-term investments, and ensuring our communities are livable and resilient to climate change impacts.

Current science indicates that to avoid the worst impacts of global warming we need to reduce global greenhouse gas emissions sharply. The King County Growth Management Planning Council - a formal body of elected officials from across King County - voted unanimously on July 23, 2014 to adopt a shared target to reduce countywide sources of greenhouse gas (GHG) emissions, compared to a 2007 baseline, by 25% by 2020, 50% by 2030, and 80% by 2050.

Based on our shared assessment of emissions in King County, and review of potential strategies to reduce emissions, we believe that these targets are ambitious but achievable.

Building on the work of the King County-Cities Climate Collaboration (K4C) - a partnership between the County and cities to coordinate and enhance local government climate and sustainability efforts – more than a dozen cities and the County came together in the first half of 2014 to chart opportunities for joint actions to reduce GHG emissions and accelerate progress towards a clean and sustainable future.

The attached Principles for Collaboration and Joint County-City Climate Commitments are focused on practical, near-term, collaborative opportunities between cities and King County. These shared commitments build on the significant work that many of our cities and County are already taking. By signing this letter, we pledge our support for the shared vision that these principles and actions represent. Our cities commit to actively pursue those strategies and catalytic actions where our jurisdictions can make the most impact given our size, location, and development patterns.

Through focused, coordinated action, we will maximize the impact of our individual and shared efforts.





















Elected Officials of King County and King County Cities

Dow Constantine King County Executive	Larry Phillips King County Council Chair
Bruce Bassett Mayor, City of Mercer Island	Matthew Larson Mayor, City of Snoqualmie
Shari E. Winstead Shari E. Winstead Mayor, City of Shoreline	Jim Haggerton Mayor, City of Tukwila



Principles for Collaboration

- 1 Climate change is the paramount challenge of our generation, and has fundamental and far-reaching consequences for our economy, environment, and public health and safety.
- 2 Strong action to reduce GHG emissions is needed, and the time is now.
- 3 Local governments can reduce greenhouse gas (GHG) emissions through many decisions related to transportation and land use, energy and green building, forests and farms, and consumption and materials management.
- 4 Many cities in King County have set individual climate goals and are taking steps to reduce local GHG emissions, and we need to build on this leadership.
- 5 Local solutions need to be implemented in ways that build a cleaner, stronger and more resilient regional economy.
- 6 Progress will require deeper engagement with communities of color and low income, immigrant, and youth populations. These communities can be more vulnerable to the impacts of climate change—from increasing flood risks to rising costs of fossil fuels and historically less likely to be included in community-scale solutions or as leaders. We are committed to work in ways that are fair, equitable, empowering, and inclusive and that also ensure that low income residents do not bear unfair costs of solutions.
- 7 Federal and state policies and laws can help us achieve our goals, but countywide and local policy, programs and partnerships are needed to fill the existing gap to achieve local GHG targets.
- 8 Progress will require deep partnerships between the County, cities, utilities, businesses, nonprofit organizations, and other public sector agencies.
- Sing County and nine cities have formed the King County-Cities Climate Collaboration (K4C), and we will work to build on this initial pledge, both in increased action and increased participation from additional cities.
- We can accomplish more with a shared vision and coordinated action; collaboration will increase the efficiency of our efforts and magnify the impact of our strategies beyond what each of us could achieve on our own.
- Our cities support the shared vision that the Joint County-City Climate Commitments represent, but it is not the intention that each city will pursue every catalytic action. Cities and King County will actively pursue strategies where they have the most impact and influence.
- We will reconvene at least annually to share progress. We also dedicate a staff point person from our cities and from the County to help coordinate implementation of the following Joint County-City Climate Commitments, and to serve as a point person to the K4C.



Joint County-City Climate Commitments ●○○○



I. Shared Goals

Pathway: Adopt science-based countywide GHG reduction targets that help ensure the region is doing its part to confront climate change.

Catalytic Policy Commitment: Collaborate through the Growth Management Planning Council, Sound Cities Association, and other partners to adopt countywide GHG emissions reduction targets, including mid-term milestones needed to support long-term reduction goals.

Catalytic Project or Program: Build on King County's commitment to measure and report on countywide GHG emissions by sharing this data between cities and partners, establishing a public facing dashboard for tracking progress, and using the information to inform regional climate action.



II. Climate Policy

Pathway: Support strong federal, regional, state, countywide and local climate policy.

Catalytic Policy Commitment: Advocate for comprehensive federal, regional and state science-based limits and a market-based price on carbon pollution and other greenhouse gas (GHG) emissions. A portion of revenue from these policies should support local GHG reduction efforts that align with these Joint County-City Climate Commitments, such as funding for transit service, energy efficiency projects, and forest protection and restoration initiatives.



III. Transportation and Land Use

Pathway: For passenger vehicles and light trucks, reduce vehicle miles traveled by 20% below 2012 levels by 2030 and GHG emissions intensity of fuels by 15% below 2012 levels by 2030.

Catalytic Policy Commitment: Partner to secure state authority for funding to sustain and grow transit service in King County.

Catalytic Policy Commitment: Reduce climate pollution, build our renewable energy economy, and lessen our dependence on imported fossil fuels, by supporting the adoption of a statewide low carbon fuel standard that gradually lowers pollution from transportation fuels.

Catalytic Policy Commitment: Focus new development in vibrant centers that locate jobs, affordable housing, and services close to transit, bike and pedestrian options so more people have faster, convenient and low GHG emissions ways to travel.

Catalytic Project or Program: As practical, for King County and cities developing transit oriented communities around high capacity light rail and transit projects, adopt the Puget Sound Regional Council's Growing Transit Communities Compact. For smaller cities, participate in programs promoting proven alternative technology solutions such as vehicle electrification, as well as joint carpool and vanpool promotional campaigns.



Joint County-City Climate Commitments OOOO



IV. Energy Supply

Pathway: Increase countywide renewable electricity use 20% beyond 2012 levels by 2030; phase out coal-fired electricity sources by 2025; limit construction of new natural gas based electricity power plants; support development of increasing amounts of renewable energy sources.

Catalytic Policy Commitment: Build on existing state renewable energy commitments including the Washington State Renewable Portfolio Standard (RPS) to partner with local utilities, state regulators and other stakeholders on a countywide commitment to renewable energy resources, including meeting energy demand through energy efficiency improvements and phasing out fossil fuels.

Catalytic Project or Program: In partnership with utilities, develop a package of county and city commitments that support increasingly renewable energy sources, in areas such as community solar, green power community challenges, streamlined local renewable energy installation permitting, district energy, and renewable energy incentives.



V. Green Building and Energy Efficiency

Pathway: Reduce energy use in all existing buildings 25% below 2012 levels by 2030; achieve net-zero GHG emissions in new buildings by 2030.

Catalytic Policy Commitment: Join the Regional Code Collaboration and work to adopt code pathways that build on the Washington State Energy Code, leading the way to "net-zero carbon" buildings through innovation in local codes, ordinances, and related partnerships.

Catalytic Project or Program: Develop a multi-city partnership to help build a regional energy efficiency retrofit economy, including tactics such as: collaborating with energy efficiency and green building businesses, partnering with utilities, expanding on existing retrofit programs, adopting local building energy benchmarking and disclosure ordinances, and encouraging voluntary reporting and collaborative initiatives such as the 2030 District framework.



Joint County-City Climate Commitments OOOO



VI. Consumption and Materials Management:

Pathway: By 2020, achieve a 70% recycling rate countywide; by 2030, achieve zero waste of resources that have economic value for reuse, resale and recycling.

Catalytic Policy Commitment: Partner through the Metropolitan Solid Waste Management Advisory Committee on policy, projects and programs focused on (1) waste prevention and reuse, (2) product stewardship, recycling, and composting, and (3) beneficial use.

Catalytic Project or Program: Develop a regional strategy through the Comprehensive Solid Waste Management Plan process to reach 70% recycling through a combination of education, incentives and regulatory tools aimed at single-family, multi-family residents, businesses, and construction projects in King County.



VII. Forests and Farming

Pathway: Reduce sprawl and associated transportation related GHG emissions and sequester biological carbon by focusing growth in urban centers and protecting and restoring forests and farms.

Catalytic Policy Commitment: Partner on Transfer of Development Rights (TDR) initiatives to focus development within the Urban Growth Area, reduce development pressure on rural lands, and protect our most valuable and important resource lands.

Catalytic Project or Program: Protect and restore the health of urban and community trees and forests, for example through public-private-community efforts such as Forterra's Green Cities Partnerships.

Catalytic Project or Program: Partner on collaborative efforts to expand forest and farm stewardship and protection, for example through King Conservation District's farm management planning, landowner incentive, and grant programs.

Catalytic Project or Program: Expand our local food economy, for example by supporting urban and community farming, buying locally produced food, and participating in the Farm City Roundtable forum.



Joint County-City Climate Commitments 000



VIII. Government Operations

Pathway: Reduce GHG emissions from government operations in support of countywide goals.

Policy Commitment: Develop and adopt near and long-term government operational GHG reduction targets that support countywide goals, and implement actions that reduce each local government's GHG footprint.

Catalytic Project or Program: In support of the Section V. Green Building and Energy Efficiency pathway targets to reduce energy use in existing buildings 25% below 2012 levels by 2030 and achieve net-zero GHG emissions in new buildings by 2030: execute energy efficiency projects and initiatives at existing facilities, measure existing building performance through EPA's Energy Star or equivalent program, implement high-efficiency street and traffic light replacement projects, and construct new buildings to LEED or Living Building Challenge standards and infrastructure to equivalent sustainability standards.



IX. Collaboration

Policy Commitment: Participate in or join the King County-Cities Climate Collaboration (K4C) – focused on efforts to coordinate and enhance city and County climate and sustainability efforts – to share case studies, subject matter experts, resources, tools, and to collaborate on grant and funding opportunities.

Catalytic Project or Program: Engage and lead government-business collaborative action through efforts such as the Eastside Sustainable Business Alliance.